

1 BILL NO. S-85-04-21

2 SPECIAL ORDINANCE NO. S- 66-85

3 AN ORDINANCE approving a Contract
4 for Res. #410-85 - Evard Road -
5 Ramblewood Drive Overflow Pump
6 Station by and between the City
of Fort Wayne and T-G Excavating,
Inc., in connection with the Board
of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. #410-85 - Evard
10 Road - Ramblewood Drive Overflow Pump Station, by and between the
11 City of Fort Wayne and T-G Excavating, Inc., in connection with
12 the Board of Public Works and Safety, for:

13 PUMP STATION: A 30 HP submersible
14 pump to be installed in a proposed
15 96" diameter manhole structure lo-
16 cated 30+ LF South of and 45+ LF
17 East of the centerline intersection
18 of Evard Road and Ramblewood Drive.
19 FORCE MAIN: Beginning at the afore-
20 mentioned manhole structure; thence
21 East at a distance of 175+ LF to an
22 existing 12" in diameter force main
23 located 120+ LF East of and 15+ LF
24 South of the centerline intersection
of Evard Road and Ramblewood Drive.
Said force main shall be 12" in dia-
meter. GRAVITY SEWER LINE: Begin-
ning at aforesaid manhole structure,
thence West 35+ LF to an existing
sanitary sewer manhole located 20+
LF South of and 10+ LF East of the
centerline intersection of Evard
Road and Ramblewood Drive. Said
gravity Sewer Line shall be 18" in
diameter;

25 involving a total cost of Forty Thousand Four Hundred Eighteen
26 and No/100 Dollars (\$40,418.00), all as more particularly set
27 forth in said Contract, and which is on file with the Office of
28 the Board of Public Works and Safety, and is by reference incor-
29 porated herein, made a part hereof and is hereby in all things
30 ratified, confirmed and approved.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all necessary
approval by the Mayor.

1 Page Two

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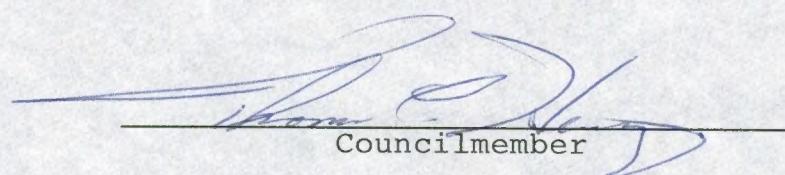
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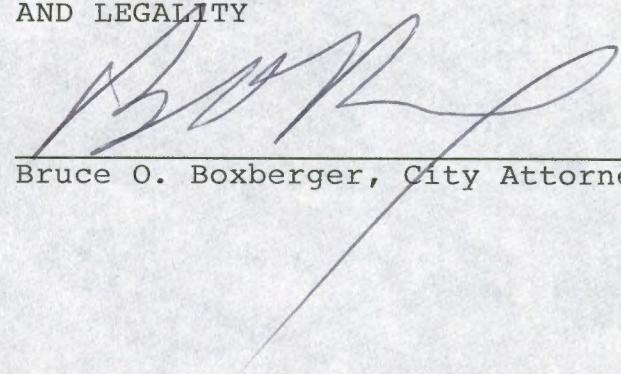
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Councilmember

APPROVED AS TO FORM
AND LEGALITY



Bruce O. Boxberger, City Attorney

BOX RIVER BOND
PACOTTO

Read the first time in full and on motion by Henry, seconded by Stevens, and duly adopted, read the second time by title and referred to the Committee City Utility (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____ M., E.S.

DATE: 4-9-85

SANDRA E. KENNEDY, CITY CLERK

Madyla Eckhoff
Chief Deputy

Read the third time in full and on motion by Henry, seconded by Stevens, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 4-23-85

SANDRA E. KENNEDY, CITY CLERK

Madyla Eckhoff
Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 166-85 on the 23rd day of April, 1985.

ATTEST:

(SEAL)

SANDRA E. KENNEDY, CITY CLERK

Madyla Eckhoff
Chief Deputy

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1985, at the hour of 11:30 o'clock A M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of April, 1985, at the hour of 9:00 o'clock A M., E.S.T.

WIN MOSES, JR., MAYOR

"Evard Road-Ramblewood Drive, Overflow Pump Station"

THIS CONTRACT made and entered into in triplicate this 3rd day of ~~March~~^{April}, 1985, by and between T-G Excavating, Inc., herein called CONTRACTOR and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works & Safety, herein called OWNER.

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

EVARD ROAD-RAMBLEWOOD DRIVE, OVERFLOW PUMP STATION

Pump Station:

A 30 HP Submersible Pump to be installed in a proposed 96" diameter manhole structure located 30± LF South of and 45± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

Force Main:

Beginning at the aforementioned manhole structure; thence East at a distance of 175± LF to an existing 12" in diameter force main located 120± LF East of and 15± LF South of the centerline intersection of Evard Road and Ramblewood Drive;

Said Force Main shall be 12" in diameter.

Gravity Sewer Line:

Beginning at the aforementioned manhole structure, thence West 35± LF to an existing sanitary sewer manhole located 20± LF South of and 10± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

Said gravity sewer line shall be 18" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11138, Sheets 1 through 1, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$40,418.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the contractor's proposal as follows:

1.	18" RCP Class IV	Seventy-Eight and 86/100	\$ 78.68
2.	12" D.I. Pipe Class 51	Twenty-Eight and 16/100	\$ 28.16
3.	6" C.I. Pipe Class 30	Forty and no/100	\$ 40.00
4.	96" Std. MH type II	Seven Thousand Eight Hundred Thirty-Two and no/100	\$ 7,832.00
5.	#53 or #73 Special Bkfill	Thirteen and 19/100	\$ 13.19
6.	6" CI-Bronze Mounted Gate Valve	Four Hundred Ninty-Three and no/100	\$ 493.00
7.	6" CI-Bronze Mounted Gate Valve	Six Hundred Forty-Seven and no/100	\$ 467.00
8.	6" 45° Short Radius CI Elbow	Two Hundred Forty-Three and no/100	\$ 243.00
9.	6"x12" CI flange Adaptor	Three Hundred Fifty and no/100	\$ 350.00
10.	12" 45° Long Radius CI Elbow	Four Hundred Thirty-Five and no/100	\$ 435.00
11.	12" Stainless Steel Clamp	Two Hundred Fifty-Eight and no/100	\$ 258.00
12.	12" Bulkhead (concrete)	One Hundred Twenty-Five and no/100	\$ 125.00
13.	1200 GPM-30HP Submersible Pump (Complete)*	Twelve Thousand Four Hundred Thirty-Two and no/100	\$12,432.00
14.	3-Phase, Power Supply	Two Thosuand Eight Hundred Seventy-Five and no/100	\$ 2,875.00
15.	Restoration and Seeding	One and 10/100	\$ 1.10
16.	Monitoring System for WPC Treatment Plant	Five Thousand Seven Hundred Fifty and no/100	\$ 5,750.00

*Includes: PUmp, 6x6 disc elbow,
spare lower seal, guide rails intermediate
support, lifting chain, access hatch,
control panel, mercury floats with
pipe and wall mounting bracket

ARTICLE 3. PROGRESS PAYMENTS

The Onwer shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of owrk completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENTS

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if required to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

Upon contract award, the Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he/she has complied with Sections 5, 68 and 69 of the Workmen's Compensation Act, approved 14 March 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being I.C. 22-3-2-14 or any supplemental statutes thereof.) It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property or for any injury sustained by any person growing out of any act or doing of Contractor or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the State of Indiana now in force, relating to compensation for accidental injuries or death suffered by his employees or the employess of any subcontractor or subcontractors in the course of their employment when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties, thereto that Contractor indemnify and hold harmless City of Fort Wayne, Indiana.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the city of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1987, a copy of which Section is attached and incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 410-1985
- B. Instructions to Bidders for Contract No. 410-1985
- C. Contractor's Proposal dated 20 February 1985.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. 11138, Sheets 1 through 1.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted 23 July 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- G. Non-Discrimination of Labor General Ordinance No. G-34-78 (as amended).
- H. Prevailing Wage Scale
- I. Performance Bond.
- J. Labor and Material Payment Bond
- K. Comprehensive Liability Insurance Coverage
- L. Application for Cut Permit
- M. Escrow Agreement
- N. Notice of Award
- O. Notice to Proceed
- P. Change Order
- Q. Notice of Final Acceptance
- R. Special Provisions

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period on one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Engineering Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 30 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement although executed on behalf of the Owner by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof then this Contract shall become wholly void.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

By Thomas M. Stockamp
President

By Harold R. Zimmer
Asst. Secretary

CITY OF FORT WAYNE, INDIANA

By Win Moses, Jr.
Win Moses, Jr., Mayor

Board of Public Works & Safety
By David J. Kiester
David J. Kiester, Director
of Public Works

ATTEST: Helen Gochenour
Helen Gochenour, Clerk
By Cosette R. Simon
Cosette R. Simon, Director
of Administration & Finance

APPROVED as to form and legality:

Richard L. Snouffer
Richard L. Snouffer, Associate
City Attorney

By Lawrence D. Consalvos, Director
OF Public Safety

APPROVED by the Common Council of the City of Fort Wayne this ____ day of
, 1985.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

T-G EXCAVATING, INC.

(Name of Contractor)

5544 Huguenard Road, Fort Wayne, IN 46818

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

hereinafter called Principal and Fidelity and Deposit Company of Maryland
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Forty Thousand Four Hundred Eighteen and 80/100 (\$40,418.80) Dollars, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of April 1985, for the construction of:

Evard Road-Ramblewood Drive Overflow Pump Station
Resolution 410-1985

Pump Station:

A 30 HP Submersible Pump to be installed in a proposed 96" diameter manhole structure located 30± LF South of and 45± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

Force Main:

Beginning at the aforementioned manhole structure, thence East at a distance of 175± LF to an existing 12" in diameter force main located 120± LF East of and 15± LF South of the centerline intersection of Evard Road and Ramblewood Drive.

Said Force Main shall be 12" in diameter,

Gravity Sewer Line

Beginning at the aforementioned manhole structure, thence West 35± LF to an existing sanitary sewer manhole located 20± LF South of and 10± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

Said gravity sewer line shall be 18" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No.11138, Sheet 1 of 1, and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda, adopted 23 July 1980.

WHEREAS, said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications

accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of which shall be deemed an original, this _____ day of _____ 1985.

ATTEST:

Harold R. Gimmer
Principal Secretary, ASST

[SEAL]

Ed Landis
Witness as to Principal

1401 1/2 Park Dr

New Haven, IN 46777

ATTEST:

Virginia M. Nelson
Surety Secretary (attorney-in-fact)

[SEAL]

Cynthia E. Reinking
Witness as to Surety

P.O. Box 11309
Address

Fort Wayne, Indiana 46857

T-G Excavating, Inc.

Principal

By

Thomas M. Stockamp

Thomas M. Stockamp, President

5544 Huguenard Road, Fort Wayne, Indiana
Address

Fidelity and Deposit Company of Maryland

Surety

Duane E. Lupke

Attorney-in-Fact Duane E. Lupke

Baltimore, Maryland

Address

NOTE: Date of Bond must not be prior to date of Contract
If contractor is partnership, all partners should
execute bond

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hause and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al., dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



STATE OF MARYLAND
CITY OF BALTIMORE

ss:

C W Robbins

Assistant Secretary

By

C M Pecot

Vice-President

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, in personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the instrument of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the mid officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures in such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of , 19.....

L1428a-044-2987

W. S. Coffey
Assistant Secretary

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

T-G EXCAVATING, INC.

Name of Contractor

5544 Huguenard Road, Fort Wayne, IN 46818

Address of Contractor

Corporation

Corporation, Partnership, Individual

hereinafter called Principal, and Fidelity and Deposit Company of Maryland, Baltimore, MD
Name of Surety

Baltimore, Maryland

Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Forty Thousand Four Hundred Eighteen and 80/100 (\$40,418.80) Dollars (value of work) for the payment whereof heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the principal entered into certain contract with the City, dated the 3rd day of April, 1985 for the construction of:

Evard Road-Ramblewood Drive Overflow Pump Station
Resolution 410-1985

Pump Station:

A 30 HP Submersible Pump to be installed in a proposed 96" diameter manhole structure located 30± LF South of and 45± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

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Said Force Main shall be 12" in diameter,

Gravity Sewer Line

Beginning at the aforementioned manhole structure, thence West 35± LF to an existing sanitary sewer manhole located 20± LF South of and 10± LF East of the centerline intersection of Evard Road and Ramblewood Drive.

Said gravity sewer line shall be 18" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 11138, Sheet(s) 1 through 1 and special provisions all according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda, adopted 23 July 1980, and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____ 1985.

ATTEST:

Harold R. Gimmer
Principal Secretary, A.A.S.T.

[SEAL]

L. Landis
Witness as to Principal

1401 N. Park St.
Address

New Haven, Ind 46774
ATTEST:
Virginia Nixson
Surety's Secretary (Attorney-in-fact)

Cynthia E. Burkling
Witness as to Surety

P.O. Box 11309
Address

Fort Wayne, Indiana 46857

T-G Excavating, Inc.

Principal

By: Thomas M. Stockamp
Thomas M. Stockamp, President

5544 Huguenard Road

Address

Fort Wayne, Indiana 46818

Fidelity and Deposit Company of Maryland
Surety

Duane E. Lupke
Attorney-in-Fact Duane E. Lupke

Baltimore, Maryland
Address

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is partnership, all partners should
execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Stephen E. Stewart, Barbara J. Hause and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al., dated, August 2, 1983.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1984.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

CW Robbins

Assistant Secretary

By

CH Just

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

ss:

On this 22nd day of February, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, in the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of _____, 19_____.

LI428a-Cir-044-2987

Stephen E. Stewart
Assistant Secretary

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 1985, by and between T-G EXCAVATING, INC. (herein called Escrow Agent) and the City of Fort Wayne, (herein called Owner) and _____ herein called contractor).

WHEREAS, Owner and contractor entered into a contract dated _____ 1985 providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5, and, _____

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the retainage, to be held in accordance with the terms of this Agreement.
2. Escrow Agent will promptly invest the retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - a. In the manner directed by the joint written authorization of the Owner and Contractor.
 - b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General conditions showing that the Owner has terminated the employment of the Contractor then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
- 4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.
- 5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:
 - a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement.
 - b. An additional charge of _____ for the second twelve month period, such charge to be assess at the end of the second year or upon termination of the agreement.
 - c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

- 6. This agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
- 7. This instrument constitute this entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Escrow Agent

Owner

By

Contractor

**The Board of Public Works & Safety
City of Fort Wayne**

AUTHORIZATION OF PAYMENT

Owner

Contractor

By

By

**Board of Public Works & Safety
City of Fort Wayne**

**WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT**

THIS AGREEMENT made this day of , 19 , by and between

Contractor, and the City of Fort Wayne, Owner:

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated 198 for the construction of Evard Road - Ramblewood Drive, Overflow Pump Station and,

WHEREAS, by the terms of said contract, Owner is entitled to retain portions of the payments due and to become due to the Contractor on account of said work; and.

WHEREAS, Contractor has the right to have said funds placed in an interest bearing account; and,

WHEREAS, Contractor desires to waive said right and agrees to accept the principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself/herself/themselves and all of his/her/their subcontractors, workmen and materialmen, do hereby waive his/her their right to have retainage placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due without interest thereon.

Contractor

BOARD OF PUBLIC WORKS & SAFETY

TITLE OF ORDINANCE Contract for Res. #410-85 - Evard Road - Ramblewood Drive Overflow
Pump Station

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *185-04-21*

SYNOPSIS OF ORDINANCE The Contract for Res. #410-85 - Evard Road - Ramblewood Drive
Overflow Pump Station is with T-G Excavating, Incorporated.

Description is as follows: PUMP STATION: A 30 HP submersible pump to be
installed in a proposed 96" diameter manhole structure located 30+ LF South of
and 45+ LF East of the centerline intersection of Evard Road and Ramblewood Drive.

FORCE MAIN: Beginning at the aforementioned manhole structure; thence East at
a distance of 175+ LF to an existing 12" in diameter force main located 120+ LF
East of and 15+ LF South of the centerline intersection of Evard Road and Ramble-
wood Drive. Said force main shall be 12" in diameter. GRAVITY SEWER LINE: Be-
ginning at aforesaid manhole structure, thence West 35+ LF to an existing
sanitary sewer manhole located 20+ LF South of and 10+ LF East of the centerline
intersection of Evard Road and Ramblewood Drive. Said gravity Sewer Line shall
be 18" in diameter.

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$40,418.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-04-21

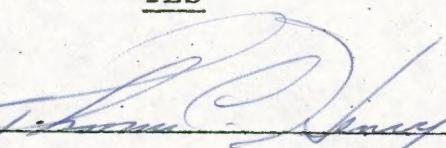
REPORT OF THE COMMITTEE ON CITY UTILITIES

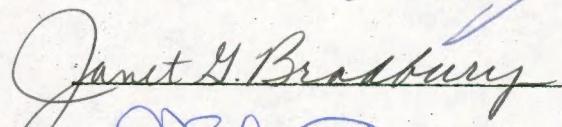
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving a Contract
for Res. #410-85 = Evard Road -Ramblewood Drive Overflow Pump
Station by and between the City of Fort Wayne and T-G Excavating, Inc.,
in connection with the Board of Public Works and Safety

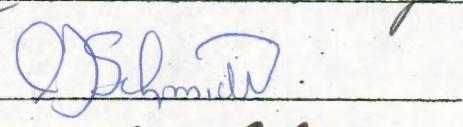
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

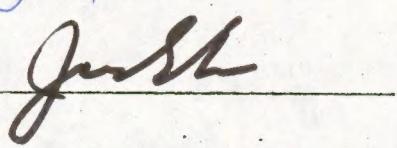
YES

NO


THOMAS C. HENRY
CHAIRMAN


JANET G. BRADBURY
VICE CHAIRWOMAN


DONALD J. SCHMIDT


JAMES S. STIER


CHARLES B. REDD

CONCURRED IN

4-23-85

SANDRA E. KENNEDY
CITY CLERK